

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vialink Corp.		04/30/2020	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NIVEL PARTS & MANUFACTURING CO., LLC		
<b>Street Address:</b>	3510 PORT JACKSONVILLE PARKWAY		
<b>City:</b>	JACKSONVILLE		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32226		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3015006	VIALINK	
<b>Registration Number:</b>	5797130	SEIZMIK	
<b>Registration Number:</b>	5731444	SZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3172361313		
<b>Email:</b>	sharrell@btlaw.com		
<b>Correspondent Name:</b>	Sarah P. Harrell		
<b>Address Line 1:</b>	11 S. Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	39852-320786		
<b>NAME OF SUBMITTER:</b>	Sarah P. Harrell		
<b>SIGNATURE:</b>	/sharrell/		
<b>DATE SIGNED:</b>	05/20/2020		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment dated as of April 30, 2020 is made by and among Nivel Parts & Manufacturing Co., LLC, a Delaware limited liability company ("Assignee"), and Vialink Corp, a North Carolina corporation doing business as Seizmik ("Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among the Assignee and the Assignor, and the shareholders of the Assignor, Assignor has agreed to assign to Assignee or its designee the Intellectual Property, including, to the extent assignable, all permits, licenses, franchises, authorizations and other intangible rights of Assignor relating to the Intellectual Property (terms not defined herein shall have the meanings assigned to them in the Purchase Agreement);

WHEREAS, the Intellectual Property includes (i) the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks"); (ii) the issued patents and patent applications listed on Schedule 2 attached hereto (the "Patents"); (iii) the copyright registrations listed on Schedule 3 attached hereto (the "Copyrights"); and (iv) the domain names, websites, URLs (Uniform Resource Locaters), URIs (Uniform Resource Indicators), and URNs (Uniform Resource Names) listed on Schedule 4 attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Intellectual Property, including the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs, URNs and any and all goodwill associated with the foregoing.

NOW, THEREFORE, Assignor, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, free and clear of all Encumbrances, all of Assignor's right, title, benefit and interest in and to the Intellectual Property, including without limitation all of Assignor's right, title, and interest in and to each of the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs and URNs, along with the following:

- (a) the goodwill of the business symbolized by and associated with the Intellectual Property;
- (b) that portion of Assignor's business in connection with which it has a bona fide intent to use the Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
- (c) all rights to proceeds of the Intellectual Property, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Intellectual Property.

FURTHERMORE, the Assignor, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, free and clear of all Encumbrances, all of the Assignor's right, title, benefit and interest in and to the Intellectual Property.

1. Assignor covenants and agrees that, at any time and from time to time, it will, upon the request of the Assignee or any designee thereof, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee or its designee, or for aiding and assisting in the collection of or reducing to possession by the Assignee or its designee of, any of the Intellectual Property, as applicable.

2. Assignor covenants with the Assignee and its designee that it will warrant and defend the Intellectual Property against all and every person or persons whomsoever lawfully claiming title to the said Intellectual Property or any part thereof.

3. The provisions hereof shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the Assignor, the Assignee and its designee.

4. This Intellectual Property Assignment may be executed by facsimile or in one or more counterparts, each of which will be deemed to be an original copy of this Intellectual Property Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

5. This Intellectual Property Assignment is delivered pursuant to the Purchase Agreement, and the provisions of this Intellectual Property Assignment and the transfer of the property hereunder are made subject to the terms and provisions of the Purchase Agreement.

6. This Intellectual Property Assignment may not be amended, supplemented or otherwise modified except in a written document executed by the party against whose interest the modification will operate.


7. This Intellectual Property Assignment shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment as of the date first above written.

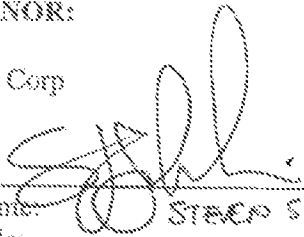
ASSIGNEE:

Nivel Parts & Manufacturing Co., LLC

By:   
Name: John Branholt  
Title: CFO

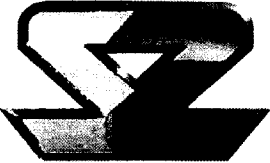
ASSIGNOR:

Vialink Corp

By:   
Name: STEVE FRANK  
Title: PRESIDENT

SCHEDULE 1

TRADEMARKS

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>
VIALINK	United States	3015006
SEIZMIK	United States	5797130
SZ & Design 	United States	5731444

## SCHEDULE 2

### PATENTS

- Patent No. 7310-013 (Utility Patent) Hinge for a Folding Windshield, publication date (11/7/2019);
- Patent No. 7310-011 (Utility Patent) Seat Carrier for Long Guns (ICOS), publication date (11/7/2019);
- Patent No. 7310-005 (Utility Patent) Gun Transport System UTV (Armory), publication date (11/26/2019);
- Patent No. 7310-014 (Utility – Divisional Patent) Gun Transport System UTV (Armory), publication date (12/26/2019);
- Patent No. 7310-015 (Utility – Divisional Patent) Gun Transport System UTV (Armory), publication date (1/2/2020); and
- Patent No. 7310-005 (Divisional Patent) Gun Transport System UTV, publication date (1/2/2020).

SCHEDULE 3

COPYRIGHTS

None.

Schedule 3-1

**TRADEMARK**  
**REEL: 006942 FRAME: 0909**



SCHEDULE 4

DOMAIN NAMES, WEBSITES, URLs, URIs, URNs

- seizmik.com
- vialinkgroup.com

Schedule 4-1